

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
ON SCIENCE AND TECHNOLOGY COOPERATION

The Government of the United States of America and the Government of the Republic of Uzbekistan hereinafter referred to as the "Parties":

Guided by a willingness to develop long-term cooperation in science and technology for the mutual benefit of the Parties;

Convinced that cooperation in the field of science and technology will serve to strengthen friendly relations between the Parties and the development of their respective economies; and

Desiring to create favorable conditions and a legal framework for scientific and technological cooperation;

Have agreed as follows:

ARTICLE I

1. The purposes of the Agreement between the Government of the United States of America and the Government of the Republic of Uzbekistan on Science and Technology Cooperation ("Agreement") are to strengthen the scientific and technological capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both countries, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.
2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources.

ARTICLE II

1. The Parties shall encourage cooperation in scientific and technological areas of mutual interest through such forms of cooperation as:
 - a. Exchanges of information, skills, and technologies;
 - b. Exchanges of scientists, experts, and other technical specialists;
 - c. The convening of joint seminars, scientific conferences, and meetings;
 - d. Training, retraining and enhancing the skills of scientists, experts and other technical experts;
 - e. Conducting joint research projects and studies;
 - f. The establishment of scientific partnerships for implementing projects with the involvement of the private sector; and
 - g. Other mutually agreed forms of scientific and technological cooperation.
2. Areas of bilateral scientific and technological cooperation shall be identified by the Parties based on their respective national interests and with the purpose of bolstering effective development of science and technology fields in both countries. Potential areas of cooperation include:
 - a. Fundamental and applied research and innovation in the natural and technical sciences;
 - b. Energy, including energy efficiency, renewable energy, and new technologies;
 - c. Information and communication technologies;
 - d. Biotechnology, infectious diseases; other mutual priorities in health and biomedical research;
 - e. Nanotechnology;
 - f. Earthquake sensing and preparedness for the consequences of earthquakes;
 - g. Agriculture, water, and environmental protection; and
 - h. Other science, technology, and engineering fields of cooperation as mutually agreed.

ARTICLE III

1. The Executive Agents to conduct coordination of activities under this Agreement shall be the Committee for Science and Technology Development Coordination of the Republic of Uzbekistan and the Department of State for the United States of America.
2. The Executive Agents of the Parties shall meet periodically, as needed, to discuss the implementation of this Agreement and issues of mutual interest to the Parties in the areas of science and technology.

ARTICLE IV

1. Government agencies of the Parties may conclude under this Agreement implementing agreements or arrangements, as appropriate, in specific areas of science and technology.
2. These implementing agreements or arrangements shall cover, as appropriate:
 - a. Topics and areas of cooperation;
 - b. Procedures for transfer and use of materials, equipment, and funds;
 - c. Procedures and terms of participation for scientific research institutions, scientists, experts, and other technical specialists; and
 - d. Other relevant issues.
3. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutes, private sector companies, and other entities of both countries. The Parties may designate other entities, including universities, research centers, institutions, and private sector companies to carry out activities under this Agreement.
4. In case of any inconsistent or ambiguous provisions in an implementing agreement or arrangement, the provisions of this Agreement shall prevail, unless the Parties otherwise agree in writing.

ARTICLE V

Cooperative activities under this Agreement shall be conducted in accordance with the applicable national laws and regulations of both Parties and shall be subject to the availability of appropriated funds and resources. This Agreement does not constitute an obligation of funds by either Party.

ARTICLE VI

Scientists, experts, and other technical specialists, governmental agencies, and institutions of third countries or international organizations may, in appropriate cases, be invited with the consent of both Parties to participate at their own expense in projects and programs to be carried out under this Agreement.

ARTICLE VII

1. Scientific, engineering, and technological information of a nonproprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for national security, legal, commercial, or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community

through customary channels and in accordance with the applicable laws of the Parties and normal procedures of the participating agencies and entities. No warranty of suitability of information exchanged under this Agreement is implied or given.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.
3. Security obligations for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement are provided for in Annex II, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

ARTICLE VIII

1. Each Party shall facilitate, as appropriate and in accordance with its national laws and regulations, entry into and exit from its territory of personnel and equipment of the other Party, as well as other materials, data, and specimens used or engaged in joint activities as part of projects and programs under this Agreement.
2. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, prompt and efficient access of persons of the other Party participating in cooperative activities under this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers, as needed to carry out those activities.
3. Each Party shall facilitate and encourage, as appropriate and in accordance with its laws and regulations, the exchange of material and equipment considered necessary to carry out science and technology cooperation provided for under this Agreement.
4. Personnel engaged in cooperative activities under this Agreement shall comply with the national laws and regulations of the host Party.

ARTICLE IX

1. Each Party shall work toward, in accordance with its national laws and regulations, duty free entry for necessary materials and equipment of the other Party provided pursuant to this Agreement for use in joint activities.

2. Commodities acquired, including by the Government of the United States, its contractors, grantees (and subcontractors or subgrantees) or by foreign governments, that were financed with United States assistance provided under this Agreement shall be exempt from taxation, including value-added taxes (VAT) and customs duties, imposed by the Government of the Republic of Uzbekistan. If any such taxation is imposed, the Government of the Republic of Uzbekistan shall provide reimbursement within four (4) months from the date of assessment to the Government of the United States or its agents (including contractors, grantees, subcontractors, or subgrantees). Commodities include any material, article, supply, goods, or equipment.

ARTICLE X

This Agreement is without prejudice to rights and obligations under existing science and technology agreements and other agreements in force between the Parties.

ARTICLE XI

In the event that differences arise with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE XII

The Parties may amend this Agreement by mutual agreement in writing.

ARTICLE XIII

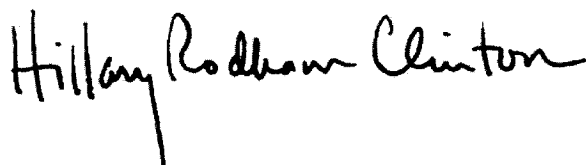
1. This Agreement shall enter into force on the date of the last written notification by which the Parties have notified each other in writing that they have satisfied their domestic legal requirements necessary for entry into force.
2. The present Agreement shall remain in force for a period of five (5) years and shall automatically be extended for five (5) years unless either Party provides the other with written notification that it does not want to extend the Agreement at least six months prior to the end of the five-year period. This Agreement may be extended for further five-year periods by written agreement of the Parties.
3. This Agreement may be terminated at any time by either Party upon six (6) months' written notice to the other Party.
4. Unless otherwise agreed in writing by the Parties, termination of this Agreement shall not affect the implementation of any cooperative activity carried out under

this Agreement and not completed upon termination of this Agreement.
Notwithstanding the termination of this Agreement, the obligations set forth in Annexes I and II shall continue to apply, unless otherwise agreed in writing by the Parties.

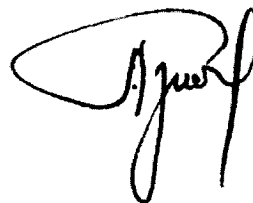
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Tashkent, in duplicate, this 2nd day of December, 2010, in the English and Russian languages, both texts being equally authentic. In case of a dispute as to the interpretation or application of this Agreement, the English-language text shall prevail. The Parties will come to agreement on an Uzbek language text that shall be equally authentic with the texts in other languages upon an exchange of diplomatic notes confirming its conformity with the text in the English language.

FOR THE GOVERNMENT
OF THE UNITED STATES OF
AMERICA:

A handwritten signature in black ink, reading "Hillary Rodham Clinton". The signature is written in a cursive style with a large, flowing "H" and "C".

FOR THE GOVERNMENT
OF THE REPUBLIC OF
UZBEKISTAN:

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke and a small flourish at the bottom.

ANNEX I INTELLECTUAL PROPERTY

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in paragraph IIIA above, shall be allocated as follows:

(1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

Annex II

SECURITY OBLIGATIONS

I. PROTECTION OF SENSITIVE TECHNOLOGY

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations of either Party, and classified in accordance with applicable national laws and regulations of the Parties, shall be provided under this Agreement.

In the event that information or equipment, which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment.

II. TECHNOLOGY TRANSFER

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party, including the export control laws of the transferring Party.

If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment, and any information or equipment derived from such information or equipment, shall be incorporated into the contracts or implementing arrangements.

Parties shall identify export controlled information and equipment as well as any restrictions on further use or transfer of such information or equipment.